

BILL NO. S-73-05⁰⁶-04

SPECIAL ORDINANCE NO. S- 77-73

AN ORDINANCE approving a certain bid document with ALLEN COUNTY TRACTOR SALES for three (3) tractors.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. Certain bid documents Ref. Nos. 522 and 512 dated April 10, 1973, between the City of Fort Wayne, by and through its Mayor and the Board of Park Commissioners, for:

ALLEN COUNTY TRACTOR SALES, INC.

(1) New 1973 Model Utility Tractor with trade-in. Purchase Order No. 3-15541, Bid Ref. No. 522 \$ 4595.00

and

(1) New 1973 Utility Tractor Purchase Order No. 3-14805 Bid Ref. No. 512 2254.00

and

(1) New 1973 Utility Tractor Purchase Order No. 3-14805 Bid Ref. No. 512 3639.00
\$10488.00

as more specifically set forth in said bid documents and said purchase orders which are on file in the office of the Department of Purchasing, and are by reference incorporated herein and made a part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

William T. Shiga
Councilman

APPROVED AS TO FORM
AND
Mad B. L. L.
CITY ATTORNEY

Read the first time in full and on motion by Hunga, seconded by Stein, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 6/12/73

Charles W. Hutson
CITY CLERK

Read the third time in full and on motion by Hunga, seconded by Stein, and duly adopted, placed on its passage.

Passed (~~lost~~) by the following vote:

AYES 8, NAYS 0, ABSTAINED _____, ABSENT 1 to-wit:

BURNS	<input checked="" type="checkbox"/>	_____	_____	_____
HINGA	<input checked="" type="checkbox"/>	_____	_____	_____
KRAUS	<input checked="" type="checkbox"/>	_____	_____	_____
MOSES	<input checked="" type="checkbox"/>	_____	_____	_____
NUCKOLS	<input checked="" type="checkbox"/>	_____	_____	_____
SCHMIDT, D.	<input checked="" type="checkbox"/>	_____	_____	_____
SCHMIDT, V.	_____	_____	_____	<input checked="" type="checkbox"/>
STIER	<input checked="" type="checkbox"/>	_____	_____	_____
TALARICO	<input checked="" type="checkbox"/>	_____	_____	_____

DATE: 7/10/73

Charles W. Hutson
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (General) (~~Annexation~~) (Special) (~~Appropriation~~) Ordinance (Resolution) No. S-77-73 on the 10th day of July, 1973.

ATTEST: (SEAL)

Charles W. Hutson
CITY CLERK

W. Paul C. Wm. Jr.
PRESIDENT OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of July, 1973, at the hour of 4:00 o'clock A. M., E.S.T.

Charles W. Hutson
CITY CLERK

Approved and signed by me this 11th day of July, 1973, at the hour of 4:00 o'clock P. M., E.S.T.

Don H. Pearson
MAYOR

Bill No. S-73-06-04

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a certain bid document with ALLEN COUNTY TRACTOR
SALES for three (3) tractors.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

William T. Hinga - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Samuel J. Talarico

PAul M. Burns

William T. Hinga
John Nuckols
James S. Stier
Samuel J. Talarico
Paul M. Burns

DATE 1-10-13 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

memo from

Purchasing Department

April 9, 1973

Board of Park Commissioners
8th Flr., City-County Bldg.
One Main St., Ft. Wayne, Ind. 46802

Attn: Dennis Noak

Subject: Bid No. 512

Attached is a copy of the successful bidder.

Allen County Tractor Sales, Inc. (P.O. #3-14805)

Item 2 - (1) 1973 Utility Tractor 2254.00

Item 3 - (1) 1973 Utility Tractor 3639.00

Tabulation sheet is attached.

Jeff

House Memorandum

To A. T. DEMETROFF

Date April 6, 1973

From DENNIS NOAK *DN*

Subject BID REF. #512

COPIES TO:

Please accept bids on tractors as follows:

- Item 1. Accept no bids. Must rebid due to error in wording of specifications. See attached specifications for rebidding.
- Item 2. One Utility Tractor - Allen County Tractor - \$3639.00.
Only bid meeting specifications on Engine and P.T.O. requirements.
- Item 3. One Utility Tractor - Allen County Tractor - \$2254.00

COMPUTATION OF BIDS

BID REF. 512CLOSING DATE 3/27/73

Park Department

ITEM 1

1973 Utility
Tractor

ITEM 2

1973 Utility
Tractor

ITEM 3

1973 Utility
Tractor

Page 2

John Deere

TOTAL \$ _____
 LESS TAX _____
 LESS TRADE _____
 LESS DISC _____
 TOTAL _____

TOTAL \$ _____
 LESS TAX _____
 LESS TRADE _____
 LESS DISC _____
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TOTAL \$ _____
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 LESS DISC _____
 TOTAL _____

TOTAL \$ _____
 LESS TAX _____
 LESS TRADE _____
 LESS DISC _____
 TOTAL _____

A.H. HEINE Implement

CHECK: 597.55

NON. COLL. O.K.

TOTAL \$ 6701.00
 LESS TAX _____
 LESS TRADE 2000.00
 LESS DISC _____
 TOTAL 4701.00

TOTAL \$ 5019.42
 LESS TAX _____
 LESS TRADE 1500.42
 LESS DISC _____
 TOTAL 3519.00

TOTAL \$ 3539.80
 LESS TAX _____
 LESS TRADE 889.80
 LESS DISC _____
 TOTAL 2650.00

TOTAL \$ _____
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 LESS TRADE _____
 LESS DISC _____
 TOTAL _____

COMPUTATION OF BIDS

BID REF. 512CLOSING DATE 3/27/73

Park Department

ITEM 1

1973 Utility
Tractor

ITEM 2

1973 Utility
Tractor

ITEM 3

1973 Utility
Tractor

Page 1

Allen County Tractor

BID BOND: O.K.
NON. COLL. O.K.

TOTAL \$ 7228.00
 LESS TAX _____
 LESS TRADE 728.00
 LESS DISC 1668.00
 TOTAL \$ 4832.00

TOTAL \$ 5476.00
 LESS TAX _____
 LESS TRADE 574.00
 LESS DISC 1263.00
 TOTAL \$ 3639.00

TOTAL \$ 3327.00
 LESS TAX _____
 LESS TRADE 450.00
 LESS DISC 623.00
 TOTAL \$ 2254.00

TOTAL \$ _____
 LESS TAX _____
 LESS TRADE _____
 LESS DISC _____
 TOTAL _____

Riley Lawn & Golf

TOTAL \$ NO BID
 LESS TAX _____
 LESS TRADE _____
 LESS DISC _____
 TOTAL _____

TOTAL \$ NO BID
 LESS TAX _____
 LESS TRADE _____
 LESS DISC _____
 TOTAL _____

TOTAL \$ NO BID
 LESS TAX _____
 LESS TRADE _____
 LESS DISC _____
 TOTAL _____

TOTAL \$ _____
 LESS TAX _____
 LESS TRADE _____
 LESS DISC _____
 TOTAL _____

Schaefer Implement

CHECK: 473.60
NON. COLL. O.K.

TOTAL \$ 6802.50
 LESS TAX _____
 LESS TRADE 1000.00
 LESS DISC 1147.50
 TOTAL \$ 4655.00

TOTAL \$ 5857.00
 LESS TAX _____
 LESS TRADE 800.00
 LESS DISC 1040.00
 TOTAL \$ 4017.00

TOTAL \$ NO BID
 LESS TAX _____
 LESS TRADE _____
 LESS DISC _____
 TOTAL _____

TOTAL \$ _____
 LESS TAX _____
 LESS TRADE _____
 LESS DISC _____
 TOTAL _____

Feidler Farm Store

NON. COLL. O.K.
CHECK: 347.50

TOTAL \$ 6321.35
 LESS TAX 22.10
 LESS TRADE 1640.00
 LESS DISC 2009.25
 TOTAL \$ 3250.00

TOTAL \$ 5469.52
 LESS TAX 16.46
 LESS TRADE 800.00
 LESS DISC 1753.06
 TOTAL \$ 2900.00

TOTAL \$ NO BID
 LESS TAX _____
 LESS TRADE _____
 LESS DISC _____
 TOTAL _____

TOTAL \$ _____
 LESS TAX _____
 LESS TRADE _____
 LESS DISC _____
 TOTAL _____

Scherer & Maxfield

TOTAL \$ _____
 LESS TAX _____
 LESS TRADE _____
 LESS DISC _____
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TOTAL \$ _____
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TOTAL \$ _____
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Industrial Tractor

TOTAL \$ _____
 LESS TAX _____
 LESS TRADE _____
 LESS DISC _____
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TOTAL \$ _____
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 TOTAL _____

TOTAL \$ _____
 LESS TAX _____
 LESS TRADE _____
 LESS DISC _____
 TOTAL _____

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Until all replies and correspondence, etc. to Attn. of

A.T. Demetroff

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

Address
REQUIRED FOR DELIVERY TO:

Department
or Division Board of Park Commissioners
8th Flr., City-County Bldg.

Address One Main St., Ft. Wayne, Ind. 46802

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing
Time of Bids Tuesday, March 27, 1973 at 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 84608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Vol. Acct.
		<u>ITEM 1</u>		
1		New 1973 Utility Tractor, per specifications enclosed.		
		<u>ITEM 2</u>		
1		New 1973 Utility Tractor, per specifications enclosed.		
		<u>ITEM 3</u>		
1		new 1973 Utility Tractor, per specifications enclosed.		
Trade-ins may be inspected from 1 to 4 p.m. at Lawton Park. Contact Mr. Richard Hettinger, 423-7346.				

Bid Bond required ☐ YES ☒ 5% of Bid Performance Bond ☐ YES ☒ See instruction item No. 16 on reverse side hereof.

Terms _____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of service

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 10 days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here

ALLEN COUNTY TRACTOR SALES INC.

Name of Company

Per JOHN A. BILLY Title SALES

Address 4625 SPZDUNY DR.

City FT. WAYNE Ind. 46802

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and be further agree to indemnify and save the City harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the unit price quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder price quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Price should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.**
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division therefor.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ 19____ as follows:
Board-Commissioner Dept. of Purchasing, etc.

Rejected _____ Date _____ 19____ as follows:
Board-Commissioner Dept. of Purchasing, etc.

ITEM 1Board of Park Commissioners
Fort Wayne, Indiana

Specifications for one (1) new, 1973 model, Utility Tractor, including all equipment listed as standard in the manufacturer's printed literature describing the tractors, unless such equipment is superseded by special equipment listed herein:

	Base Price:	\$ _____
	Freight:	\$ _____
1. Year:	1973	\$ _____
2. Engine:	Diesel, 201 Cubic inches displacement or more.	\$ _____
3. P.T.O.:	P.T.O. to develop 540 or 1000 R.P.M.s with engine R.P.M.s 1800 or less. Horse power rated at 52 or more independent of transmission.	\$ _____
4. Transmission:	8 speeds or more forward, 2 reverse.	\$ _____
5. Steering:	Power assist	\$ _____
6. Seat:	Deluxe padded with shock absorbers.	\$ _____
7. Exhaust system:	Underside with muffler.	\$ _____
8. Fenders:	Installed	\$ _____
9. Electrical System:	12 volt with two (2) headlights, one (1) rear red light, one (1) rear flashing amber light.	\$ _____
10. Instruments:	Hour meter, tachometer, fuel gauge, temperature gauge, oil pressure warning light, generator warning light.	\$ _____
11. Front Tires:	7:50 x 15, 6 ply automotive type	\$ _____
12. Rear Tires:	14.9 x 28 R1 - 6, ply	\$ _____
13. Hydraulic hitch:	Hydraulic 3 point hitch with constant running pump, swinging draw bar, stabilizer bars.	\$ _____
14. Dry weight:	Min. 4600 lbs. Max. 5200 lbs.	\$ _____
15. Ground clearance under transmission:	Max. 18" Min. 17" under front axle.	\$ _____
16. Differential:	Lock required.	\$ _____

ITEM 1

Page 4 of 14

SPECIFICATIONS (Continued)

17. Service manual: Required - two copies \$ _____
18. Front bumper: Installed \$ _____
19. Cab, full cloth: Heat-houser or equal. \$ _____
20. Operator protection: Approved roll bars installed and with seat belts. \$ _____

All items of optional equipment must be factory installed or have prior approval of Purchaser.

* Trade-in: 1 - #216 Ford 641, 1962.

\$ 728.⁰⁰

* Trade-in may be inspected from 1 to 4 p.m. at Lawton Park.
Contact Mr. Richard Hettinger, 423-7346.

Total: \$ 7228.⁰⁰

Less Tax: \$ _____

Less Trade: \$ 728.⁰⁰

Less Discount: \$ 1668.⁰⁰

Net Total: \$ 4832.⁰⁰

GAURANTEED MAINTAINENCE
3 YEARS

1500.⁰⁰

GAURANTEED TRADE IN VALUE
AT END OF THREE YEARS

1853.⁰⁰

Bidders Proposal - To Be Completed
By the Bidder

1. Make: FORD Model: 4141GE Year: 73
2. Engine: 201 CU. IN.
3. P.T.O.: INDEPENDENT
4. Transmission: 10 SPEED FORWARD 2 REVERSE
5. Steering: POWER
6. Seat: DELUXE
7. Exhaust System: UNDER
8. Fenders: YES
9. Electrical System: 12 VOLT
10. Instruments: AS REQUIRED
11. Front Tires: 7.50 X 15 AUTO TYPE
12. Rear Tires: 16.9 X 24 6PLY R1
13. Hydraulic Hitch: 3 POINT STA BARS
14. Dry Weight: 4500 # APP.
15. Ground Clearance Under Transmission: 18"
16. Differential: LOCK
17. Service Manual: YES
18. Front Bumper: YES
19. Cab, Full Cloth: YES W/TOP & BACK
20. Operator Protection: R.O.P.S. & BELTS

Specifications for one (1) new 1973 model Utility Tractor, including all equipment listed as standard in the manufacturer's printed literature describing the tractor, unless such equipment is superceded by special equipment listed herein:

	Base Price:	\$ _____
	Freight	\$ _____
1. Year:	1973	\$ _____
2. Engine:	Diesel 175 cu. in. of displacement or more.	\$ _____
3. P.T.O.	P.T.O. to be live and produce 540 R.P.M. at 1800 engine R.P.M. H.P. rated at 39.2 or more independent of transmission.	\$ _____
4. Transmission:	8 speeds or more with 2 reverse	\$ _____
5. Steering:	Power assist	\$ _____
6. Seat:	Deluxe padded with shock absorbers	\$ _____
7. Exhaust system:	Under side with muffler.	\$ _____
8. Fenders:	Installed.	\$ _____
9. Electrical System:	12 volt with two (2) headlights one (1) rear red light, one (1) rear flashing amber light.	\$ _____
10. Instruments:	Hour meter, tachometer, fuel gauge, temperature gauge, oil pressure warning light, generator warning light.	\$ _____
11. Front tires:	6:50x16, 6-ply auto type	\$ _____
12. Rear tires:	14:9x28 R1 6-ply	\$ _____
13. Hydraulic hitch:	Hydraulic 3 point hitch with constant running pump, swinging draw bar and stabilizer bars.	\$ _____
14. Dry weight:	Min. 3650 lbs. Max. 4650 lbs.	\$ _____
15. Ground clearance:	Min. front axle 20 in. Max. front axle 22½ in.	\$ _____
16. Differential:	Lock required.	\$ _____

ITEM 2Page 7 of 14

Page Two - Specifications 1973 model Utility Tractor.

- | | | |
|--------------------------|--|----------|
| 17. Service manual: | Required - Two copies | \$ _____ |
| 18. Front bumper: | Required. | \$ _____ |
| 19. Cab: | Full, cloth heat houser or equal. | \$ _____ |
| 20. Operator protection: | Approved roll bars and seat belts installed. | \$ _____ |

All items of optional equipment must be factor installed or have prior approval of purchaser.

*Trade-in: #201 Ford 601 1960 \$	<u>574.⁰⁰</u>	Total:	\$ <u>5476.⁰⁰</u>
		Less Tax	\$ _____
		Less Trade	\$ <u>574.⁰⁰</u>
		Less Dis-	
		count	\$ <u>1263.⁰⁰</u>
		Net Total	\$ <u>3639.⁰⁰</u>

*Trade-in may be inspected from 1 to 4 pm at Lawton Park. Contact

Mr. Richard Hettinger, 423-7346

ALTERNATE #1 - NO TRADE-IN

Total	\$ <u>5476.⁰⁰</u>
Less Tax	\$ _____
Less	
Discount	\$ <u>1263.⁰⁰</u>
Net Total	\$ <u>4213.⁰⁰</u>

GAURANTEED MAINTAINENCE 1500.⁰⁰
3 YEARS _____

GAURANTEED TRADE IN VALUE
AT END OF 3 YEARS 1404.⁰⁰

ITEM 2

SPECIFICATIONS QUESTIONNAIRE

Bidders Proposal - To Be Completed
By the Bidder

1. ☒ Make: FORD Model: 31013C Year: 73
2. ☒ Engine: 185 CU IN.
3. ☒ P.T.O.: LIVE
4. ☒ Transmission: 8 SPEED FORWARD 2 REVERSE
5. ☒ Steering: POWER
6. ☒ Seat: DELUXE
7. ☒ Exhaust System: UNDER
8. ☒ Fenders: YES
9. ☒ Electrical System: 12 VOLT
10. ☒ Instruments: AS REQUIRED
11. ☒ Front Tires: 6.50 X 16 AUTO TYPE 6PLY
12. ☒ Rear Tires: 13.6 X 28 4PLY
13. ☒ Hydraulic Hitch: 3 POINT - STA BARS
14. ☒ Dry Weight: 3950^{lb} APP.
15. ☒ Ground Clearance: 21"
16. ☒ Differential: LOCK
17. ☒ Service Manual: YES
18. ☒ Front Bumper: YES
19. ☒ Cab: YES - W/ TOP & BACK
20. ☒ Operator Protection: ROPS. & BELTS

Specifications for one (1) new 1973 model Utility Tractor, including all equipment listed as standard in the manufacturer's printed literature describing the tractor, unless such equipment is superseded by special equipment listed herein:

	Base Price:	\$ _____
	Freight:	\$ _____
1. Year	1973	\$ _____
2. Engine	75 Cubic Inches, Water Cooled	\$ _____
3. P.T.O.	Transmission driven, 22 P.T.O. H.P., 1 3/8" P.T.O. shaft 540 R.P.M.	\$ _____
4. Transmission	8 forward - 2 reverse	\$ _____
5. Steering	Manual	\$ _____
6. Seat	Delux padded	\$ _____
7. Exhaust System	Upright	\$ _____
8. Fenders	Required	\$ _____
9. Electrical system	12 Volt with two(2) headlights one (1) tail light, one (1) rear amber flasher	\$ _____
10. Instruments	Tachometer, generator warning light, oil warning light, temperature gauge	\$ _____
11. Front tires	approved multi rib flotation type, adjustable from 43" to 60"	\$ _____
12. Rear tires	Approved non directional Floatation 13.6 x 16 6 Ply adjustable from 48" to 60"	\$ _____
13. Hydraulic hitch	3 point catagory one with stabilizer bars and drawbar	\$ _____
14. Dry weight	Maximum 2,100 lbs, Minimum 1,900 lbs.	\$ _____
15. Ground clearance	Minimum 12" under front axle	\$ _____
16. Differential	Lock required	\$ _____

17. Service Manual	Required - two copies	\$ _____
18. Front bumper	Required	\$ _____
19. Cab	Partial cloth	\$ _____
20. Operator protection	Approved ROPS, seat belts, safety act of 1969	\$ _____

All items of optional equipment must be factory installed or have prior approval of Purchaser.

Trade-in: #210 International cub 1962

\$ 450.⁰⁰

Trade-in may be inspected from 1 to 4 p.m. at Lawton
Park. Contact Mr. Richard Hettinger, 423-7346

TOTAL:

\$ 3327.⁰⁰

LESS TAX:

\$ _____

LESS TRADE:

\$ 450.⁰⁰

LESS DISCOUNT:

\$ 623.⁰⁰

NET TOTAL:

\$ 2254.⁰⁰

Alternate #1 — 350.⁰⁰

Factory approved hydraulic front blade operated from tractor hydraulic system.

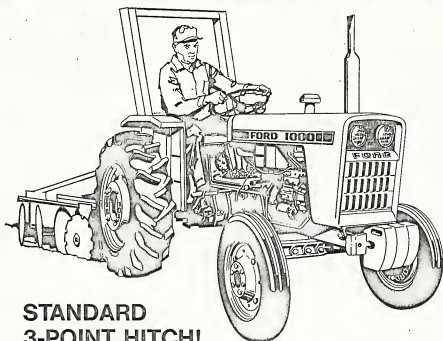
Alternate #2 — 440.⁰⁰

Factory approved 60" rotary mower, mounted under tractor, hydraulic height control.

NO BID ON GUARANTEED MAINTENANCE
AND TRADE IN

NEW! FORD 1000

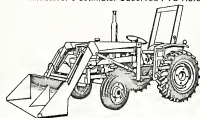
THE SMALL TRACTOR WITH BIG FEATURES!



STANDARD 3-POINT HITCH! USE EXISTING IMPLEMENTS!

- Fuel-stretching 23-hp* diesel engine. About 30% more work per gallon than with comparable gasoline engines.
- Power and weight ample for 2-bottom plows.
- 9-speed transmission. Working speeds from .8 to 8.7 mph for cultivating to hauling.
- Single-lever hydraulics. Easy to operate, and durable.
- Differential lock standard. Keep going where you would have bogged down.
- 540 rpm PTO. Lots of economical workpower.
- Perfect for small farms, grounds maintenance and as a dependable, hard-working "second" tractor.

*Manufacturer's estimate. Observed PTO Horsepower.



Ford 770 front-mounted loader.
Ideal for cleaning feedlots,
removing snow and a lot more.



Ford 915 mid-mounted mower.
Three blades cut a 60-in. swath.

ITEM 3

SPECIFICATIONS QUESTIONNAIRE

Bidders Proposal - To Be Completed
By the Bidder

1. Make: FORD Model: 1000 Year: 73
2. Engine: 7.7 CU IN DIESEL
3. P.T.O.: TRANS TYPE
4. Transmission: 9 SPEEDS FORWARD 3 REVERSE
5. Steering: MANUAL
6. Seat: DELUXE
7. Exhaust System: UPRIGHT
8. Fenders: YES
9. Electrical System: 12 VOLT
10. Instruments: AS REQUIRED
11. Front Tires: NON DIRECTIONAL
12. Rear Tires: " "
13. Hydraulic Hitch: 3 POINT CAT. I
14. Dry Weight: 1950 # APP.
15. Ground Clearance: 12"
16. Differential: LOCK TYPE
17. Service Manual: YES
18. Front Bumper: YES
19. Cab: YES
20. Operator Protection: ROPS & BELTS.

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

[Signature]
Bidder or Agent

For Allen County Tractor Sales Co.
Firm or Corporation

Subscribed and sworn to before me this 26th day of March, 1923

My Commission Expires

6-16-74

[Signature]

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of \$..... 5% of the total price bid-----

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. in the sum of

.....Dollars on Bank

of is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL
(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

Witnessed by:

YASTE, ZENT & RYE, INC.

Authorized Agents

By

BIDDER
AND
PRINCIPAL

Allen County Tractor Sales, Inc.

Name of Bidder—Print or Type
By *[Signature]*
Signature of Person Authorized to Sign

Title *Pres.*
4625 Speedway Drive
Street Name and Number
Fort Wayne, Indiana
City, State and Zip Code
Date March 22, 1973

Reliance Insurance Company
Name of Company—Print or Type

Incorporated
In the State of: Pennsylvania

Address 4 Penn Center Plaza
Philadelphia, Pennsylvania

By *[Signature]*
Attorney-in-Fact
March 22, 1973

SURETY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Fred S. Rye, Gerald A. Dahle, Leonard Shirley and Josephine E. Stackhouse, individually, of Fort Wayne, Indiana, its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 23rd day of November, 1971

RELIANCE INSURANCE COMPANY



Vice-President

STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this 23rd day of November, 1971, personally appeared J. H. McDermott

, to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:

January 26, 1974



Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, E. Clyde Wilber, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this MAR 22 1973 day of



Assistant Secretary

memo from

Purchasing Department

May 7, 1973

Board of Park Commissioners
8th Flr., City-County Bldg.
One Main St., Ft. Wayne, Ind. 46802

Attention: Dennis Noak

Subject: Bid No. 522

4595.60

Attached is a copy of the successful bidder.

Allen County Tractor Sales, Inc. (P.O. 3-15541)

1 - New 1973 Model Utility Tractor with trade-in.

Tabulation sheet is attached.

A. L. Lemett

House Memorandum

To Dennis Noak, Park Department Date April 26, 1973

From A.T. Demetroff, Director of Purchases

Subject Bid No. 522, One (1) 1973 Utility Tractor

COPIES TO:

The following bidder was received for the above bid.

Please review and return as soon as possible.

*Denny
this one OK but
rear tires do not
meet specs
Woody*

DEPARTMENT OF PUBLIC PARKS

from DENNIS NOAK

assistant superintendent of parks

city-county building
one main street
fort wayne, indiana, 46802

Jim - ~~Jeff~~

pls accept Riley vid with
options 1 + 3 for 3 trucks

pls accept allen Co vid

rf-

COMPUTATION OF BIDS

BID REF. 522CLOSING DATE 4/25/73

Park Department

One (1) 1973
Utility Tractor

Heine Implement

 TOTAL \$ _____
 LESS TAX _____
 LESS TRADE _____
 LESS DISC _____
 TOTAL _____

 TOTAL \$ _____
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Jon Mor Equipment

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Industrial Tractor

 TOTAL \$ _____
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 LESS TRADE _____
 LESS DISC _____
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Allen County Tractor

 TOTAL \$ 7,273.00
 LESS TAX _____
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 LESS DISC 1,678.00
 TOTAL 4,595.00

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 LESS DISC _____
 TOTAL _____

DEPARTMENT OF PURCHASES
 Number One Main St., Ft. Wayne, Ind. 46802
INVITATION

Page 1 of 8

Ref. No. 522
 Date April 10, 1973

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of A.T. Demetroff DEPARTMENT OF PURCHASES

Room 470
2nd, Number One Main St., Ft. Wayne, Ind. 46802

Date wanted _____
 Show Best Delivery

REQUIRED FOR DELIVERY TO:

Department _____
 or Division Board of Park Commissioners
8th Flr., City-County Bldg.

Fund 85-7-722
 Appropriation No. _____

Address _____
One Main St., Ft. Wayne, Ind. 46802

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing _____
 Time of Bids Wednesday, April 25, 1973 at 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34508. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
1		New 1973 Model Utility Tractor, per specifications enclosed.		
Trade-in may be inspected between 1 and 4 p.m. at Lawton Park. Contact Mr. Richard Hettinger 423-7346.				

Bid Bond required ☐ NO ☒ YES 5% of Bid Performance Bond ☐ NO ☒ YES _____
See Instruction Item No. 16 on reverse side hereof.
 Terms _____% cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 90 days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

ALLEN COUNTY TRACTOR SALES INC.

Per [Signature] Name of Company PRES.

Address 4625 SPEEDWAY DR.

City FT. WAYNE IND.

Date 4-25-73

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bld Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workman's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bld Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and be further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bld Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bld Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bld Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bld Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bld Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bld Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bld Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bld Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2313-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.**
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bld Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bld Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bld Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Board of Park Commissioners
Fort Wayne, Indiana

Page 3 of 8

Specifications for one (1) new, 1973 model, Utility Tractor, including all equipment listed as standard in the manufacturer's printed literature describing the tractors, unless such equipment is superseded by special equipment listed herein:

	Base Price:	\$ _____
	Freight:	\$ _____
1. Year:	1973	\$ _____
2. Engine:	Diesel, 201 Cubic inches displacement or more.	\$ _____
3. P.T.O.:	P.T.O. to develop 540 and 1000 R.P.M.s with engine R.P.M.s 1800 or less. Horse power rated at 52 or more independent of transmission.	\$ _____
4. Transmission:	8 speeds or more forward, 2 reverse.	\$ _____
5. Steering:	Power assist	\$ _____
6. Seat:	Deluxe padded with shock absorbers.	\$ _____
7. Exhaust system:	Underside with muffler.	\$ _____
8. Fenders:	Installed	\$ _____
9. Electrical System:	12 volt with two (2) headlights, one (1) rear red light, one (1) rear flashing amber light.	\$ _____
10. Instruments:	Hour meter, tachometer, fuel gauge, temperature gauge, oil pressure warning light, generator warning light.	\$ _____
11. Front Tires:	7:50 x 15, 6 ply automotive type	\$ _____
12. Rear Tires:	14.9 x 28 R1 - 6, ply	\$ _____
13. Hydraulic hitch:	Hydraulic 3 point hitch with constant running pump, swinging draw bar, stabilizer bars.	\$ _____
14. Dry weight:	Min. 4600 lbs. Max. 5200 lbs.	\$ _____
15. Ground clearance under transmission:	Max. 18" Min. 17" under front axle.	\$ _____
16. Differential:	Lock required.	\$ _____

SPECIFICATIONS (Continued)

Page 4 of 8

17. Service manual:	Required - two copies	\$	
18. Front bumper:	Installed	\$	
19. Cab, full cloth:	Heat-houser or equal.	\$	
20. Operator protection:	Approved roll bars installed and with seat belts.	\$	

All items of optional equipment must be factory installed or have prior approval of Purchaser.

* Trade-in: 1 - #216 Ford 641, 1962.

\$ 1000.⁰⁰

* Trade-in may be inspected from 1 to 4 p.m. at Lawton Park.
Contact Mr. Richard Hettinger, 423-7346.

Total:	\$	<u>7273.⁰⁰</u>
Less Tax:	\$	
Less Trade:	\$	<u>1000.⁰⁰</u>
Less Discount:	\$	<u>1678.⁰⁰</u>
Net Total:	\$	<u>4595.⁰⁰</u>

DECLARATIONS QUESTIONNAIRE

Bidders Proposal - To Be Completed By the Bidder

1. Make: FORD Model: 41416E Year: 1973
2. Engine: 201 CU. IN DIESEL on
3. P.T.O.: INDEPENDENT - 540 AND 1000 RPM. on
4. Transmission: 10 SPEED FORWARD 2 REVERSE on
5. Steering: POWER on
6. Seat: DELUXE on
7. Exhaust System: UNDER on
8. Fenders: YES on
9. Electrical System: 12 VOLT on
10. Instruments: AS REQUIRED. on
11. Front Tires: 7.50 X 15 AUTO TYPE 6 PLY on
12. Rear Tires: 16.8 X 24 6 PLY on
13. Hydraulic Hitch: 3 POINT W/ STA BARS on
14. Dry Weight: 4387 on
15. Ground Clearance Under Transmission: 19 IN. on
16. Differential: LOCK TYPE on
17. Service Manual: YES. on
18. Front Bumper: YES. on
19. Cab, Full Cloth: YES on
20. Operator Protection: ROPS. + SEAT BELTS. on

NON-COLLUSION AFFIDAVITSTATE OF INDIANA, }
ALLEN COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

D.B. HOBROCK
D.B. Hobrock PRES.
Bidder or Agent

For ALLEN COUNTY TRACTOR SALES
Firm or Corporation

Subscribed and sworn to before me this 24th day of April, 1973

My Commission Expires

6-16-74

PR Dean Sider

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five Percent (5%) of Total Price Bid---

..... Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐

Check No.

in the sum of

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

..... Dollars

..... Bank

of is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER AND PRINCIPAL

ALLEN COUNTY TRACTOR SALES, INC.

Name of Bidder—Print or Type

By [Signature]

Signature of Person Authorized to Sign

Title Pres.

4625 Speedway Drive,

Street Name and Number

Fort Wayne, Indiana

City, State and Zip Code

April 25, 1973

Date

Witnessed by:

TASTE, ZENT & RYE, INC.

Authorized Agents

SURETY

RELIANCE INSURANCE COMPANY

Name of Company—Print or Type

Incorporated Pennsylvania

In the State of: One Penn Center Plaza
Philadelphia, Pennsylvania

By [Signature]

Attorney-in-fact

Date April 25, 1973

By [Signature]

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Fred S. Rye, Gerald A. Dahle, Leonard Shirley, Josephine E. Stackhouse and Lane I. Grile, individually, of Fort Wayne, Indiana, its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship.

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 21 day of March 1973

RELIANCE INSURANCE COMPANY



J. H. McDermott
Vice-President

STATE OF Pennsylvania } ss.
COUNTY OF Philadelphia }

On this 21 day of March, 1973, personally appeared J. H. McDermott

, to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:

April 26, 1976



Mercile Stillberger
Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, E. Clyde Wilber, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 25 day of April 1973



E. Clyde Wilber
Assistant Secretary

DIGEST SHEET*S 73-06-04*
Finance

TITLE OF ORDINANCE _____

DEPARTMENT REQUESTING ORDINANCE Park DepartmentSYNOPSIS OF ORDINANCE An ordinance approving a certain biddocument with Allen County Tractor Sales for the furnishing ofthree (3) tractors. These bids are the lowest and best bids meeting
specifications.EFFECT OF PASSAGE Replacement of wornout equipment used tomow turf and maintain ball diamonds in parks. Tractors traded are
1960 and ~~1972~~ year models.*1962*EFFECT OF NON-PASSAGE Present equipment old and too costly torepair with high downtime waiting for repair parts. Cannot maintain
ball diamonds and turf in parks properly without them.MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$10,488.00

ASSIGNED TO COMMITTEE (J.N.)

*FUNAWCE**W. Sch*

ORDINANCE CHECK-OFF SHEET

INFORMATION REGARDING ORDINANCE

CONTENTS OF ORDINANCE

BILL NO.	<i>A-73-06-04</i>
ORDINANCE NO.	<i>A-77-73</i>
<input checked="" type="checkbox"/> REGULAR SESSION	<i>6-12-73</i>
SPECIAL SESSION	
APPROVED AS TO FORM AND LEGALITY	<i>Keller</i>
BILL WRITTEN BY	<i>Paul Kapp</i>
DATE INTRODUCED	<i>6-12-73</i>
REFERRED TO SAID STANDING COMMITTEE	<i>George Service</i>
REFERRED TO CITY PLAN	
LEGAL PUBLIC HEARING	
LEGAL PUBLICATION	
JOINT HEARING	
DEPARTMENT HEARING	
HOLD FILE	
<input checked="" type="checkbox"/> PASS	<i>7-10-73</i>
DO NOT PASS	
WITHDRAWN	
SUSPENSION OF RULES	
PRIOR APPROVAL	
ORDINANCE TAKEN OUT OF OFFICE	
OTHER INSTRUCTIONS REGARDING ORDINANCE	
CORRECTIONS MADE TO ORDINANCE	
PEOPLE SPEAKING FOR ORDINANCE	
PEOPLE SPEAKING AGAINST ORDINANCE	

<input checked="" type="checkbox"/>	COMMITTEE SHEET
<input checked="" type="checkbox"/>	VOTE SHEET
	PURCHASE ORDERS
<input checked="" type="checkbox"/>	BIDS
	ORDERS, BIDS OR OTHER PAPERS TAKEN OUT AND BY WHOM
	LETTER REQUESTING ORDINANCE DRAWN UP BY CITY ATTORNEY
	<i>Purchasing to Bond</i> COMMUNICATIONS FROM <i>segt.</i>
	ZONING MAPS
	ABSTRACTS
	TITLES
	PRIOR APPROVAL LETTER

Oyster Street

COUNCILMAN'S VOTE

	AYES	NAYS	ABSENT
BURNS	X		
HINGA	X		
KRAUS	X		
MOSES	X		
NUCKOLS	X		
D. SCHMIDT	X		
V. SCHMIDT			X
STIER	X		
TALARICO	X		

COMMENTS: